1	Law Offices					
2	HOWARD A. CHOROST A PROFESSIONAL CORPORATION					
3	21 EAST SPEEDWAY BOULEVARD TUCSON, ARIZONA 85705					
4	TEL (520) 792-0011					
5	FAX (520) 844-1196					
6	Email: <u>hchorost@me.com</u>					
7	Howard A. Chorost, Esq. State Bar of Arizona No. 012663					
8	Attorney for Creditor: Vantage West Credit Union					
9						
10	IN THE UNITED STATES	S BANKRUPTCY COURT				
11	FOR THE DISTRICT OF ARIZONA					
12						
13	In re:	Chapter 13 Proceedings				
14		Case No. 2:19-bk-15474-PS				
15	Ruben Borbon, Jr. And Heather Nicole Borbon,	OBJECTION TO CONFIRMATION				
16		OF DEBTORS PROPOSED CHAPTER 13 PLAN				
17	Debtors.					
18	Deotors.	RE: Docket Entry 2				
19						
20	Creditor Vantage West Credit Union, by and through undersigned Counsel, enters					
21	an Objection to Confirmation of Debtors proposed Chapter 13 Plan filed on December					
22	10, 2019 under Docket Entry 2.					
23	Creditor is secured by a 2016 GMC Terrain. The Principal Balance owed on the					
24	vehicle is \$23,492.85. Creditor is informed, believes and therefore alleges that the					
25	Replacement Value of the collateral is \$17,366.00.					
26	Accordingly, Creditor objects to Debt	ors propose Cram Down Plan valuing the				
27	vehicle at \$13,000.00 and respectfully reques	sts that the value of the vehicle be fixed at				
28						
	-	1 -				

1	\$17,366.00 and that Debtor should provi	de for payment of same as the secured portion of				
2	the Claim.					
3	Additionally, as the value should	be fixed at \$17,366.00, pre-Confirmation				
4	monthly disbursements of Adequate Protection payments should be set in an amount of					
5	not less than \$173.00 per month.					
6	Copies of Creditors Contract, MV	D Lien record, and Kelly Blue Book Valuation				
7	are annexed as Exhibits in support of thi	s Objection.				
8	WHEREFORE, Creditor Vantage	West Credit Union respectfully requests that				
9	Confirmation be denied.					
11	Respectfully Submitted: January	15, 2020.				
12		HOWARD A. CHOROST, P.C.				
13		/s/ Howard A. Chorost, AZ Bar No. 012663				
14 15		Howard A. Chorost Attorney for Creditor Vantage West Credit Union				
16	Copy of the forgoing mailed/emailed to:	valuage west creat chion				
17	copy of the lorgoning manear emanea to.					
18	THOMAS ADAMS MCAVITY PHOENIX FRESH START BANKRUP	TCV ATTORNEVS				
19	4602 E Thomas Rd, Ste S-9 PHOENIX, AZ 85028	TCT ATTOMICTS				
20	Email: tom@nwrelief.com					
21	RUSSELL BROWN CHAPTER 13 TRUSTEE					
22	3838 NORTH CENTRAL AVENUE SU PHOENIX, AZ 85012-1965	ITE 800				
23	Email: ecfmailclient@ch13bk.com					
24	RUBEN BORBON, JR. HEATHER NICOLE BORBON					
25	22570 E. VIA DEL ORO QUEEN CREEK, AZ 85142-8465					
26	/s/ Howard A. Chorost, AZ Bar No. 0126	(63				
27	75/ HOWara A. Chorosi, AZ Dar No. 0120					
28	Howard A. Chorost	 - 2 -				

EXHIBIT "A"

			<u>-</u>			-		en land the state of the state
STOCK NO. Buyer(s)/Debtor(s): #EBEHEBORBONLE 22280 S 209TH WAY #112 Address: QUEEN CREEK, AZ 85142-0			P2906 MOTOR VEHICLE RETAIL INSTALLMENT SALES CONTRACT AND				TD .	
			เพิงิเณ	Addre	PURCHASE MONEY SECURITY AGREEMENT Seller/Creditor: FREEWAY CHEVROLET 1150 N. 54TH STREET Address: CHANDLER, AZ 85226 below. As used in this Contract, the words "you" and "your" mean the Buyer or Buyers who a and address games above or to enverse to when a thing to the Buyer or Buyers who are and address games above or to enverse to whom the Buyer or Buyers who are an address games above or to enverse to whom the Buyer or Buyers who			
it is unable to ass ALSO AGREE 7	ie Assignee nonnes you il	et it has pure ne of the fina		gree to make	used in this Coress appear above all of your pay	ntract, the words or to anyone to ments to the Ass	"you" and "your" whom this Contra	mean the Buyer or Buyers who act is assigned (referred to as the act may be cancelled by Seller if BY SIGNING BELOW, YOU
NEW OR USED	YEAR MODEL		MAKE TRADE NAME	NO. CYL.	BODY	ТҮРЕ	MODEL # OR SERIES	VEHICLE
USED	2016	GMC	<u>. </u>		FWD 4DR	SLT	TERRAIN	1D.# 2GKFLPE3XG622786
fou intend to use "commercial use"	e the Vehicle primarily f	or X ⊠ person	al, family, or household	puiposes ("I	bersonal (use'')	commercial, b	usiness, agricultu	tal, or other non-personal uses
ANNUAL PERCENTAC RATE	THE COST OF YOUR CREDIT AS A YEARLY 4. 500		Number of Payments	Amount	Your pay of Payments	ment schedule When Payments	will be: are Duc:	
FINANCE	THE DOLLAR AMOUN	%		5	28.61	Monthly, Begin	ning	-06/09/16
Amount Financed Total of Payment Total Sale Price	\$ 5, 445. The amount of credit provided to you or on your behalf. \$ 37, 958. The amount you will have paid after you have made all payments as scheduled. \$ 44, 403 The total cost of your purchase on credit including your down payment	00. 24 e 00	UNLESS YOU SIGNATURE Type Credit Life Insurance Disability Insurance Credit Life and Disability Joint Credit Life Insurance Joint Credit Life Insurance Joint Credit Life and Single Disability Insurance Security: You are giving Late Charge: If the Vehic due, you will pay a late of Prepayment: If you pay	a security in cle is purchasharge not to off carty, you	mos. \$ N/s	PAY THE A ium Signat N/A I want insura I want disabil We wa credit N/A We wa N/A dife and disabil cicle being purch use, and a payn e unpaid balance	D WILL NOT DDITIONAL ture t credit life mee only t disability mee only credit life and lity insurance unt joint life insurance unt joint credit d single ity insurance ascd. nent is not paid in te e of the installment	full within 10 days after it is
means an esti		<u> </u>	See the other portions of repayment in full before t	ne scheduled	and prepa	yment refunds: a	t non-payment, del and penaltics.	fault, any required
Net Trade-In De Other charges in (a) Vehicle Serv. (b) Dealer Docu. (c) Other (descri (d) Other (descri (e) Other (descri	mentary Fccibe) <u>FTCH</u> ibe)	re) \$	+ Sales Tax \$ 1, 47; 5, 378. 71 to FSR; to	3 <u>25</u> +			N/A 9. 00 3. 00 N/A N/A	<u>36, 739, 97 (I)</u>
(1) Onler (descri	DC).		to		9		N/A \$_	£17.00 (2)

(a) Net Trade-In (item 5) (if negative, insert \$0). ... \$ N/A

(b) Cash Down Payment (Includes manufacturer's sebate of \$c 19 Filed \$1715;200d to 2116 red \$01/15/2009:26:00 De Main Document Page 4 of 10

16, 378.71

Payoff

6,378.71-

Net Trade-In (Deficiency)

10,000.00

Gross Allowance

3. Payments made on your behalf to Public Officials for Official Fees.....

Yr. Make & Model

6. Total Down Payment includes:

MI /A

601.03 (3) 37,958.00 (4)

04-29-16;03:31 ;		19166314690	;		# 15/ 18
TT (a) Other (describe)	to		s	N/A	er en
** (e) Other (describe)	to		\$	N/A	•
(t) Other (describe)	to .		¢	MZO	
Total				'	+ £17 00
 rayments made on your behalf to Public Off 	ficials for Official Feet	and the second s			s 601.03
4. Cash Sale Page (sum of tame And and a) th	MD 10 000 00	16 270 71	~		\$ 37,958.00
5. Trade-in	-\$\$_		_\$.	7 8. 71-	<u> </u>
11. Make of Model	Gross Allowance	Payoff	Nct Trade-In ()	Deficiency)	
6. Total Down Payment includes:	•				•
(a) Net Trade-In (item 5) (if negative, insext	\$0)	and the state of the state of the state of	\$	NZA	And the second
(b) Cash Down Payment (Includes manufact	turer's rebate of \$	N/A assigned to Selle	er) \$	N/A	
IOIAI DOWN Payment (a 4 b)	the state of the s	and the second s			sN/A
Unpaid balance of Cash Sale Price (item 4 le Payments made to others on your behalf:	essitem 6)				s <u>37,958.</u> 00
** (a) Amounts paid to Insurance Companies for					
(1) Credit Insurance Province Companies 10	or Insurance Premiums:				
(1) Credit Insurance Premiums \$ Total	+ (2) Property Inst	rance Premiums \$	N	<u>'A</u>	the second second
					and the second
**(1) To: SAFE GAP **(2) To: **(3) To: Total Amount Paid to Other (Company)	form		4	N //5	•
**(2) To:	for		_ \$	N:70 (8b)	•
**(3) To:	for	English to the Committee of the Committe	_ \$	M / Ω (8c)	
Total Amount Paid to Others (Sum of items 8	S(a) through S(d))		_ •	347 FT (8d)	A-MA
**Seller may be retaining a portion of this an	nount.		*		\$
9. Amount Financed - Amount of credit you will	1 get (item 7 plus item 8)				37, 958. 00
10. If the "Amount Financed" exceeds \$ 54, 60	00 or if the Vehicle is purchased	I trimarily for commercial a	real that "A mount	Milmonio (1872 de esta esta esta esta esta esta esta est	On the second of
the rotal of rayments is also me little balance.					
11. Property Insurance: You promise to keep the	e Vehicle insured for its full value a	gainst loss or damage with	ı loss pavable en	dorsement in our	favor during the time any amo
is unpaid under this Contract. YOU MAY OBTAI Seller, the costs and items of coverage are as follows:		E FROM ANY COMPAN	Y ACCEPTABI	E TO US. If you	purchase your insurance throu
Collision (actual cash value of loss less \$_including fire and theft (cash value of loss loss loss loss loss loss loss l	ess \$ N/A deductible)	mbrenensive IE	MOI mor	rki	N/A N/A
Omer ruexenner					N1 10
If you buy insurance through your own agent, the	cost is not included in this Contrac	t. Please give us the name	and telephone r	oths \$ number of the age	N/A nt you choose:
If you buy insurance through your own agent, the	cost is not included in this Contrac	t. Please give us the name	and telephone r	oths \$ number of the age	N/A nt you choose:
If you buy insurance through your own agent, the Agent's Name	Cost is not included in this Contract NS GROUP DADWAY RD STF 13	t. Please give us the name Telephone Nu	and telephone r	aths \$ number of the age: (480)4	N/A
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04-29-16;03:31 ; 19166314690 16/ 18 added to the Vehicle within 10 days of the date of this Contract. You also give us a security interest in the proceeds of any physical damage insurance policy on the Vehicle; all insurance, maintenance, service, or other contracts we finance for you; and all proceeds from insurance, maintenance, service, or other contracts we finance for you, including any refunds of premiums or charges from the contracts. This security interest does not cover any other debts you owe us, and this debt is not covered by any other security interest held by us. NOTICE: BY GIVING US A SECURITY INTEREST IN THE VEHICLE DESCRIBED ABOVE, YOU WAIVE ALL RIGHTS PROVIDED BY LAW TO CLAIM THE VEHICLE EXEMPT FROM LEGAL PROCESS. LIMITATIONS/EXCLUSIONS OF PRODUCT WARRANTIES (a) For "new" vehicles: (1) If the Vehicle is purchased for personal use, Seller makes no implied warranty of merchantability or of fitness for any particular purpose unless Seller also gives you a written warranty, on its own behalf, with respect to the Vehicle, or, at the time of the sale or within 90 days thereafter, Seller enters into a service contract, on its own behalf, with you which applies to the Vehicle. In that event, any implied warranties arising from the sale of the Vehicle shall be limited to the duration of a Seller's written warranty or service contract; (2) If the Vehicle is purchased for commercial use, Seller makes no implied warranty of merchantability or of fitness for any particular purpose. The Vehicle is sold to you AS IS, except for any express warranties made by Seller, on its own behalf, or by the manufacturer of the Vehicle or of any component parts; (3) In all cases, Seller shall not be liable for any consequential damages arising from any breach of any warranty, express or implied. (b) For "used" vehicles: (1) Used Car Implied Warranty of Merchantability: The Seller hereby warrants that the vehicle will be fit for the ordinary purposes for which the vehicle is used for 15 days or 500 miles after delivery, whichever is earlier, except with regard to particular defects disclosed on the first page of this agreement. You (the Purchaser) will have to pay up to \$25.00 for each of the first two repairs if the warranty is violated. (2) Waiver of Used Car Implied Warranty of Mcrchantability: Due to circumstances unusual to Seller's business, the used motor vehicle which is the subject of this Contract has the particular defects, if any, described below.

ATTENTION PURCHASER: Sign here only if the dealer told you that this vehicle has the following problem(s) and that you agree to buy the vehicle on those terms;
ATENCION COMPRADOR: Firme aqui <u>solamente</u> si el vendedor le dijo que el vehículo tiene el siguiente problema(s) y que usted conviene de compra Buyer/Comprador_ Date Buyer/Comprador Date____ (3) The vehicle is sold "AS IS -- NOT EXPRESSLY WARRANTED OR GUARANTEED" unless Seller gives you a separate written instrument showing the terms of any warranty or service contract given by Seller on its own behalf. If the Vehicle is purchased for personal use, Seller makes no implied warranty of fitness for any particular purpose, and the implied warranty of merchantability is limited to 15 days or 500 miles after delivery, whichever is carlier, as set forth above, unless Seller also gives you a written warranty, on its own behalf, with respect to the Vehicle, or, at the time of the sale or within 90 days thereafter, Seller enters into a service contract, on its own behalf, with you which applies to the Vehicle. In that event, any implied warranties arising from the sale of the Vehicle shall be limited to the duration of Seller's written warranty or service contract. If the Vehicle is purchased for commercial use, Seller makes no implied warranty of fitness for any particular purpose, and the implied warranty of merchantability is limited to 15 days or 500 miles after delivery, whichever is carlier. In all cases, Seller shall not be liable for any consequential damages arising from any breach of any warranty, express or implied, except for a breach of the implied warranty of merchantability. NOTICE TO BUYER: 1. Do not sign this Contract before you read it or if it contains any blank spaces. 2. You are entitled to an exact copy of the Contract you sign. Annual Percentage Rate (APR) for the installment sale of an automobile may be negotiated with the dealership; and the dealership may receive some portion of the finance charge or receive other compensation for providing the financing. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED IN THIS CONTRACT, UNLESS DESCRIBED IN ITEM 11 AND AN APPROPRIATE PREMIUM CHARGE IS SHOWN IN ITEM 8(A) ABOVE.

SELLER IS REGULATED AND COMPLAINTS CONCERNING

Buyer(s) Acknowledge(s) receipt of a fully completed copy of this Contract THIS CONTRACT MAY BE ADDRESSED TO: ARIZONA DEPÄRTMENT OF FINANCIAL INSTITUTIONS *BUYER. 2910 N. 44th STREET, SUITE 310 *BUYER PHOENIX, ARIZONA 85018 TELEPHONE: 4502) 771-2800 Apr day of *OTHER OWNERS: If a person shown on the certificate of title as an owner of the vehicle does not want to be separately liable to pay this debt, please sign below us a security interest in the Vehicle, its proceeds, and physical damage insurance policy and any refunds of insurance premiums. SIGNATURE SIGNATURE DATE THE TRANSACTION WHICH IS THE SUBJECT OF THIS CONTRACT \Box IS OR \Box IS NOT SUBJECT TO A FEE RECEIVED BY A BROKER FROM THE SELLING MOTOR VEHICLE DEALER. IF APPLICABLE, THE NAME OF THE BROKER IS: ASSIGNMENT

Seller hereby assigns this Contract to the below designated Assignee under the terms and conditions of a Dealer Agreement (
Recourse I Non-Recourse) previously entered into between Seller and Assignee, and in any event in accordance with the terms, conditions and warranties of the Seller's Assignment and Warranty on the revere process. CHEVROLET 04/25/16

AUTHOR ZER SIGNER

ORIGINAL

ALL RIGHTS RESERVED

Branch

Assignee: VANTAG CUES

Form No. 12 @2005 a-d-5, INC. (Rev. 6/10)

EXHIBIT "B"



Lien and Title Information Report

3254-VANTAGE WEST CREDIT UNION

Account No.

Loan No.

VIN **Branch** 2GKFLPE3XG6227862

\$0.00

Loan Suffix

Customer

Lien Start

HEATHER BORBON

Organization ID

3254 05/04/2016 **Organization Name**

VANTAGE WEST CREDIT UNION

Original Loan Amount

\$0.00

Lien End Lien Balance Amount

Lien Type

Retail

Dealer ID

Last ELT Transactions

Received On

2016-05-12 14:01:08.0

Add Record - Perfection of Lien

Borrower / Lesee Details

Name

HEATHER BORBON RUBEN BORBON JR

Address

22280 S 209TH WAY 112, QUEEN CREEK AZ, 85142

Vehicle Information

Vehicle Type

Auto **TERRAIN** Make Year

GMC 2016

Model Mileage

0

Title Information

Title Number

Lien Expiration Date

006G016132044

Title State

ΑZ

Tag Number

VIN

2GKFLPE3XG6227862

Status

MATCHED

Match Date Media Type 05/12/2016 Electronic

State Information

Name

BORBON, HEATHER NICOLE

Lessee

BORBON JR, RUBEN

Address

22280 S 209TH WAY APT 112, QUEEN

CREEK AZ,851424858

Vehicle Type

TET

ΑZ

Make

GMC

Model

Year

2016

Mileage **Title State** 4672

Title Number

006G016132044

Brands

EXHIBIT "C"



Reasonable Market Value Report

Report Date: 12/12/2019

REASONABLE MARKET VALUE OF THIS VEHICLE 2016 GMC Terrain SLT Sport Utility 4D

VIN: 2GKFLPE3XG6227862 Reference:

Base Value: \$16,491

Value as of: 12/12/2019 Engine: V6, 3.6 Liter \$802

Zip Code: 85142 Transmission: Automatic, 6-Spd Included Condition: Good Drivetrain: FWD Included Mileage: 54,740 Included

Color: Black \$0

Itemized Equipment						
Traction Control	Included	SiriusXM Satellite	Included			
StabiliTrak	Included	Bluetooth Wireless	Included			
ABS (4-Wheel)	Included	OnStar w/RemoteLink	Included			
Keyless Entry	Included	Backup Camera	Included			
Keyless Start	Included	Dual Air Bags	Included			
Air Conditioning	Included	Side Air Bags	Included			
Power Windows	Included	F&R Head Curtain Air Bags	Included			
Power Door Locks	Included	Heated Seats	Included			
Cruise Control	Included	Power Seat	Included			
Power Steering	Included	Leather	Included			
Tilt & Telescoping Wheel	Included	Daytime Running Lights	Included			
AM/FM Radio w/IntelliLink	Included	Roof Rack	\$73			
CD/MP3 (Single Disc)	Included	Alloy Wheels	Included			
		Total Itemized Equipment:	\$875			

Reasonable Market Value = Kelley Blue Book® Typical Listing*:

\$17,366

(Including Color, Mileage and Itemized Equipment)

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